

## ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/30/2013		2. CONTRACT NO. (If any) EP-W-13-028		6. SHIP TO: a. NAME OF CONSIGNEE Region 8	
3. ORDER NO. 0003		4. REQUISITION/REFERENCE NO. See Schedule			
5. ISSUING OFFICE (Address correspondence to) SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460				b. STREET ADDRESS U.S. EPA Region 8 Lab 16194 W 45th Drive	
				c. CITY Golden	e. ZIP CODE 80403-1790
7. TO: JUDY MANLEY				f. SHIP VIA	
a. NAME OF CONTRACTOR TECHLAW, INC.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 14500 AVION PKY STE 300 7038183233				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY CHANTILLY		e. STATE VA	f. ZIP CODE 201511108		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE TIFSD	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
				16. DISCOUNT TERMS	

## 17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 116211863 ESAT R8- Task Order 03: GIS Support TOPO: John Wieber Max Expire Date: 08/31/2020  Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$1,969,519.04
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive						\$2,275,721.38
c. CITY Durham			d. STATE NC	e. ZIP CODE 27711			

22. UNITED STATES OF  
AMERICA BY (Signature)23. NAME (Typed)  
Jared Van Buskirk  
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO  
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/30/2013	CONTRACT NO. EP-W-13-028	ORDER NO. 0003
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460 Period of Performance: 09/30/2013 to 08/31/2020</p> <p>Task Order Base Period Contract Base Period - Year 1 Period of Performance: 09/01/2013-08/31/2014 Requisition No: PR-R8-13-00197, PR-R8-13-00394, PR-R8-13-00398, PR-R8-13-00399</p> <p>Accounting Info: 13--TR2-08LRABC-303DD2-2505-08BCLA00-C 001-1308LSP835-001 BFY: 13 Fund: TR2 Budget Org: 08LRABC Program (PRC): 303DD2 Budget (BOC): 2505 Job #: 08BCLA00 Cost: C001 DCN - Line ID: 1308LSP835-001 Funding Flag: Partial Funded: \$35,000.00 Accounting Info: 13--T-8AL0P-303DD2-2505-0800IJ00-C057- 138ALPV848-001 BFY: 13 Fund: T Budget Org: 8AL0P Program (PRC): 303DD2 Budget (BOC): 2505 Job #: 0800IJ00 Cost: C057 DCN - Line ID: 138ALPV848-001 Funding Flag: Partial Funded: \$80,000.00 Accounting Info: 13--T-8AL0F-303DC9-2505-0800IJ00-C057- 138ALFP804-001 BFY: 13 Fund: T Budget Org: 8AL0F Program (PRC): 303DC9 Budget (BOC): 2505 Job #: 0800IJ00 Cost: C057 DCN - Line ID: 138ALFP804-001 Funding Flag: Partial Funded: \$25,000.00 Accounting Info: 13--T-8AL0P-303DD2-2505-0800QB00-C098- Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



# ORDER FOR SUPPLIES OR SERVICES

## SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/30/2013	CONTRACT NO. EP-W-13-028	ORDER NO. 0003
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	138ALPV844-001 BFY: 13 Fund: T Budget Org: 8AL0P Program (PRC): 303DD2 Budget (BOC): 2505 Job #: 0800QB00 Cost: C098 DCN - Line ID: 138ALPV844-001 Funding Flag: Partial Funded: \$25,000.00					
0002	Task Order Option Period 1 Contract Base Period - Year 2 Period of Performance: 09/01/2014-08/31/2015 (Option Line Item) 10/01/2014				310,777.34	
0003	Task Order Option Period 2 Contract Base Period - Year 3 Period of Performance: 09/01/2015-08/31/2016 (Option Line Item) 10/01/2015				317,452.34	
0004	Task Order Option Period 3 Contract Option Period - Year 4 Period of Performance: 09/01/2016-08/31/2017 (Option Line Item) 10/01/2016				324,227.34	
0005	Task Order Option Period 4 Contract Option Period - Year 5 Period of Performance: 09/01/2017-08/31/2018 (Option Line Item) 10/01/2017				330,902.34	
0006	Task Order Award Term 1 Contract Award Term 1- Year 6 Period of Performance: 09/01/2017-08/31/2018 (Option Line Item) 10/01/2018 Continued ...				339,642.34	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$1,623,001.70	

# ORDER FOR SUPPLIES OR SERVICES

## SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/30/2013	CONTRACT NO. EP-W-13-028	ORDER NO. 0003
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0007	<p>Task Order Award Term 2 Contract Award Term 1- Year 7 Period of Performance: 09/01/2019-08/31/2020 (Option Line Item) 10/01/2019</p> <p>The obligated amount of award: \$165,000.00. The total for this award is shown in box 17(i).</p>				346,517.34	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$346,517.34

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## **SECTION A - Solicitation/Contract Form**

A-1 Clauses

## **SECTION B - Supplies or Services/Prices**

### **B-1 Clauses**

**B-2 EPAAR 1552.216-73 FIXED RATES FOR SERVICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT. (APR 1984)**

### **B-3 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of 150000. The amount of all orders shall not exceed award amount.

### **B-4 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Contract line items This clause is tailored through This clause is tailored are incrementally funded. For this item, the sum of \$This clause is tailored of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

(d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the



contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

PRIOR THIS NEW

AMOUNT MOD. AMOUNT

BASE PERIOD

Total Maximum Amount:This clause is tailored

Funded Amount:This clause is tailored

## **SECTION C - Description/Specifications**

### **C-1 Clauses**

#### **C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through Contracting Officer issuance of task orders.

#### **C-3 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY**

##### **NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000 000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

## **SECTION D - Packaging and Marking**

D-1 Clauses

## **SECTION E - Inspection and Acceptance**

E-1 Clauses

E-2 FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

E-3 FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)

E-4 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title Number Date Tailoring

\_\_\_ See attached See attached See attached See attached

\_\_\_ See attached See attached See attached See attached

\_\_\_ See attached See attached See attached See attached

\_\_\_ See attached See attached See attached See attached

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

## **SECTION F - Deliveries or Performance**

### **F-1 Clauses**

F-2 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989)

F-3 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 7 ı Reporting Requirements. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

(End of clause)

F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-5 EPAAR 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)

F-6 Local Clauses 1552.211-72 MONTHLY PROGRESS REPORT (OCT 1997)(DEVIATION)

(a) The Contractor shall furnish This clause is tailored copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours(by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours(by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).



(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the This clause is tailored of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies to Project Officer:

This clause is tailored

Address of Project Officer

This clause is tailored

This clause is tailored

This clause is tailored

This clause is tailored

No. of Copies to Contracting Officer:

This clause is tailored

Address of Contracting Officer

This clause is tailored

This clause is tailored

This clause is tailored

This clause is tailored

(end of clause)

F-7 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from Date of Award through Date of Award + 3 Years exclusive of all required reports.

## SECTION G - Contract Administration Data

### G-1 Clauses

#### G-2 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

As prescribed in 1537.110, insert the following contract clause when it is necessary for contract performance to identify Contractor key personnel.

#### KEY PERSONNEL (APR 1984)

-

(a) The Contractor shall assign to this contract the following key personnel:

Title / Name	Contract Project Manager /	(b)(4)	Air Monitoring Field Engineer /	(b)(4)	
Senior Chemist /	(b)(4)	Senior Asbestos Microscopist /	(b)(4)	Senior Biologist /	(b)(4)
(b)(4)	Senior GIS Developer-Analyst /	(b)(4)			

-

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

#### G-3 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

#### G-4 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA. (SEP 2009)

#### G-5 Local Clauses 1552.232-70 DEV ALT I SUBMISSION OF INVOICES (OCT 1997) DEVIATION ALT I

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block [FILL IN #1# block number] on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to

furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other

direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

#### INVOICE PREPARATION INSTRUCTIONS

##### SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost



rates, award fee, etc.

(12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above.

#### INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.
- (2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number - leave blank.
- (4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services - insert the contract number as in the Standard Form 1034.
- (7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by



identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

#### SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

## COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked.

Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears

in the contract and its correct address, except when an assignment has been made by the

contractor, or the right to receive payment has been restricted, as in the case of an

advance account. When the right to receive payment is restricted, the type of information

to be shown in this space shall be furnished by the Contracting Officer.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher"

next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

G-6 Local Clauses 1552.242.70 DEV INDIRECT COSTS JAN 1999 (DEVIATION)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency

Chief, Cost and Rate Negotiation Service Center

Office of Acquisition Management (3802R)

Ariel Rios Building

1200 Pennsylvania Avenue, N.W.

Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost center [FILL IN #1# cost center]

Period [FILL IN #2# period]

Rate [FILL IN #3# rate]

Base [FILL IN #4# base]

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost center [FILL IN #5# cost center]

Period [FILL IN #6# period]

Rate [FILL IN #7# rate]

Base [FILL IN #8# base]

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

#### G-7 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

☐

☐

Contracting Officials responsible for administering this contract are as follows:

☐

☐

#### G-8 Local Clauses EPA-G-42-102 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

(a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)", is the individual authorized by the Contracting Officer on an individual Work Assignment to:

(1) receive Work Assignment deliverables;

(2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;

(3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and

(4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

G-9 Local Clauses EPA-G-45-101 DESIGNATION OF PROPERTY ADMINISTRATOR

The property administrator for this contract is as follows:

□

The property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.



## **SECTION H - Special Contract Requirements**

### **H-1 Clauses**

H-2 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

H-3 EPAAR 1552.208-70 PRINTING. (SEP 2012)

H-4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. -- ALTERNATE I (MAY 1994)

H-5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)

H-6 EPAAR 1552.209-74 LIMITATION OF FUTURE CONTRACTING. (APR 2004) ALTERNATE III (ESAT) (APR 2004)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a

review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

(End of clause)

H-7 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)

H-8 EPAAR 1552.216-77 AWARD TERM INCENTIVE. (FEB 2008)

(a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.

(b) Period of performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising 1 additional award term incentive period(s) of 24 months each. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is 7 years.

(c) Right not to grant or cancel the award term incentive. (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if--

(i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or

(ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or

(iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

(iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.

(2) When an award term incentive period is not granted or cancelled, any--

(i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.

(ii) Subsequent award term incentive periods are thereby also cancelled.

(d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.

(e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.

(f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

(End of clause)

H-9 EPAAR 1552.216-78 AWARD TERM INCENTIVE PLAN. (FEB 2008) -- ALTERNATE I (FEB 2008)

(a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.

(b) At the conclusion of each contract year, an average contract rating shall be determined by using the numerical ratings entered into the National Institutes of Health (NIH) Contractor Performance System (CPS) for this contract. The NIHCPSP is an interactive database located on the Internet which EPA uses to record contractor performance evaluations.

(c) The contract year average rating shall be obtained by dividing the combined ratings by the number of ratings, for example:

Criteria Rating

Quality of Product or Service 5.

Cost Control 4.

Timeliness of Performance 4.

Business Relations 5.

18 (combined rating).

/4 (number of ratings).

=4.5 contract year average rating.

(d) The contractor shall be evaluated for performance from the start of the contract through Year This clause is tailored. The average rating for each contract year (as derived in paragraph (c) above) will be combined and divided by This clause is tailored to obtain an overall average rating, for example:

Evaluation period Average rating

Year One 4.5.

Year Two 4.75.

Year Three

14 (combined average rating).

/3 (number of evaluation periods).

=4.66 overall average rating.

(e) Based on the overall average rating as determined under paragraph (d), provided that no individual rating, i.e., Quality of Product or Service, Cost Control, Timeliness of Performance, or Business Relations is below a 3, the contractor shall be eligible for the following award term periods:

(1) Overall average rating of 4.6 to 5.0--Two award term incentive periods of This clause is tailored months.

(2) Overall average rating of 4.0 to 4.6--One award term incentive period of This clause is tailored months.

(End of clause)

#### H-10 EPAAR 1552.216-79 AWARD TERM AVAILABILITY OF FUNDS. (FEB 2008)

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### H-11 EPAAR 1552.217-76 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT.

As prescribed in 1517.208(g), the following is used in indefinite delivery/indefinite quantity type contracts with options to extend the effective period of the contract. The clause may be adjusted depending upon the number of options. If only one option period is used, modify (b) and (c) accordingly.

##### **OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

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(a) The Government has the option to extend the effective period of this contract for This clause is tailored additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of This clause is tailored for the first option period and This clause is tailored for the second option period, and new and separate maximums of This clause is tailored for the first option period and This clause is tailored for the second option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from This clause is tailored to This clause is tailored and option periods from This clause is tailored to This clause is tailored and This clause is tailored to This clause is tailored

(End of clause)

#### H-12 EPAAR 1552.219-73 SMALL DISADVANTAGED BUSINESS TARGETS. (OCT 2000)

As prescribed in 1519.204(b), insert the following clause:

##### **SMALL DISADVANTAGED BUSINESS TARGETS (OCT 2000)**

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(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor targets NAICS industry subsector(s) Dollars Percentage of total contract value

Total Prime Contractor Targets (including joint venture partners and team members)

Total Subcontractor Targets

Total Prime Contractor Targets (including joint venture partners and team members)

Total Subcontractor Targets

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(1) see contract

(2) see contract

(3) see contract

(4) see contract

(5) see contract

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation (30) calendar days or as otherwise directed by the contracting officer.

(End of provision)

H-13 EPAAR 1552.223-72 CARE OF LABORATORY ANIMALS. (OCT 2000)

H-14 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

H-15 EPAAR 1552.232-73 PAYMENTS-FIXED-RATE SERVICES CONTRACT. (OCT 2000)

H-16 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

H-17 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

H-18 EPAAR 1552.235-73 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

H-19 EPAAR 1552.235-75 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (APR 1996). (APR 1996)

H-20 EPAAR 1552.235-76 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)



H-21 EPAAR 1552.235-77 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

H-22 EPAAR 1552.235-78 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION. (DEC 1997)

H-23 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

H-24 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

H-25 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of

the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H-26 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

H-27 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

H-28 EPAAR 1552.239-103 ACQUISITION OF ENERGY STAR COMPLIANT MICROCOMPUTERS, INCLUDING PERSONAL COMPUTERS, MONITORS AND PRINTERS. (APR 1996)

H-29 EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (OCT 2011)

H-30 Local Clauses EPA-H-04-101 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) The contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2 ""Audit and Records - Negotiation (JUN 1999),"" wherein the contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7, ""Contractor Records Retention"" at its office at all reasonable times the books, records, documents, and other evidence relating to this contract (including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract). Such files shall be made available for examination, audit or reproduction.

(b) The contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site-related response activities. In such proceedings, the contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the contractor shall make available to the Government, and only to the Government, the records described in (a) and (b) above for a period of ten (10) years after final payment under the contract (See FAR 4.703(b)(1)).

(d) In addition, the contractor shall make available to the Government, and only to the Government, the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the Contracting Officer, or (2) ten (10) years have passed from the date of final payment, and no litigation involving the records has been instituted, and approval of the Contracting Officer is obtained. In no event should individual records be destroyed if litigation relating to such records is in-process or pending.



(f) From time to time, the Government may, in support of litigation cases, have the need for the contractor to research and make available such records in a form and manner not normally maintained by the contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the contractor.

#### H-31 Local Clauses EPA-H-07-102 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

#### H-32 Local Clauses EPA-H-09-101 CONTRACTOR DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

### H-33 Local Clauses EPA-H-09-106 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

If specified in the Task Order the contractor shall provide the contracting officer a conflict of interest certification within twenty (20) calendar days of receipt of the TO. Where TO's are issued for work on or directly related to a site, the contractor is only required to provide a conflict of interest certification for the first TO issued for that site. For all subsequent work on that site, the Contractor has a continued obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

In the certification the Contractor must certify, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this TO or relating to this TO, have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this TO or other work relating to this site. If not specified in the Task Order, the contractor shall comply with clause entitled "TDD COI Notification".

### H-34 Local Clauses EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74) and 2013 Continuing Appropriations Resolution (Pub.L. 112-175), the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the contractor ineligible for FY 2012 or 2013 contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

### H-35 Local Clauses EPA-H-09-108 REGIONAL CROSSOVER

(a) In the event of the Contractor's potential or actual conflict of interest in conducting a specific work assignment (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, services for this Region may be ordered through another Region's contract.

### H-36 Local Clauses EPA-H-11-103 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provision of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under the contract. The disclosure of any potential conflicts of interest as required in the CONFLICT OF INTEREST NOTIFICATION clauses in this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed,

construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

#### H-37 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

#### H-38 Local Clauses EPA-H-27-103 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

#### H-39 Local Clauses EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

#### H-40 Local Clauses EPA-H-31-105 APPROVAL OF TRAINING

(a) The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Contract-Level COR and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (b) below.

(b) There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Contract-Level COR that includes, at a minimum the following information:

(1) Individual to be trained This clause is tailored.

(2) Description of circumstances necessitating the training. This clause is tailored.

(3) Estimated cost This clause is tailored.

(c) The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

#### H-41 Local Clauses EPA-H-42-101 ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

(a) The contractor shall submit an annual allocation report. The purpose of this report is to allocate all payments made by the EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the accounting year. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks required of the contractor for non-site-specific work.

(b) The contractor shall refer to Attachment 9 *Instructions for Performing the Annual Allocation of Non-Site-Specific Costs* of the contract, entitled "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for instructions for completing the annual allocation report requirements. This Attachment also provides a detailed explanation of the allocation process and methodology.

(c) Submissions required of the contractor shall be sent to the following address:

Program Costing Staff

Office of Financial Management

U. S. Environmental Protection Agency

1200 Pennsylvania Avenue, NW

Ronald Reagan Building, MC 2733R

Washington, DC 20460

(d) Questions regarding any Annual Allocation requirements should be referred to the Program Costing Staff at (202) 564-3145.



## **SECTION I - Contract Clauses**

### **I-1 Clauses**

I-2 FAR 52.202-1 DEFINITIONS. (JAN 2012)

I-3 FAR 52.203-3 GRATUITIES. (APR 1984)

I-4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I-5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I-7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I-9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-11 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-14 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I-15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

I-16 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I-17 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-18 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-19 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-20 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-21 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a clause NOT in contract contract resulting from this solicitation.

(End of provision)

I-22 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

I-23 FAR 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the last date of the contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I-24 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of \$10,000,000.00;
  - (2) Any order for a combination of items in excess of \$10,000,000.00; or
  - (3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I-25 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."



(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration date of the contract.

(End of clause)

I-26 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

I-27 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within clause NOT in contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least clause NOT in contract days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed clause NOT in contract(months)(years).

(End of clause)

I-28 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)

I-29 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JUL 2013)

I-30 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JUL 2013) - ALTERNATE II (OCT 2001)

I-31 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-32 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (JUL 2013)

I-33 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

I-34 FAR 52.222-3 CONVICT LABOR. (JUN 2003)

I-35 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

I-36 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I-37 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I-38 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I-39 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

I-40 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-41 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I-42 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

I-43 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-44 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-45 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-46 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

I-47 FAR 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I-48 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I-49 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (DEC 2007)

I-50 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I-51 FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS. (DEC 2007)

I-52 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2012)

I-53 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (MAY 2012)

I-54 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-55 FAR 52.232-1 PAYMENTS. (APR 1984)

I-56 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (AUG 2012)

I-57 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I-58 FAR 52.232-11 EXTRAS. (APR 1984)

I-59 FAR 52.232-17 INTEREST. (OCT 2010)

I-60 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I-61 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013)

I-62 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-63 FAR 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS. (MAY 1999)

I-64 FAR 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

I-65 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-66 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-67 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I-68 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-69 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I-70 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-71 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-72 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)

I-73 FAR 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I-74 FAR 52.244-2 SUBCONTRACTS. (OCT 2010)

I-75 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JUL 2013)

I-76 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-77 FAR 52.245-9 USE AND CHARGES (APR 2012)

I-78 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-79 FAR 52.248-1 VALUE ENGINEERING. (OCT 2010)

I-80 FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM). (APR 1984)

I-81 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004) - ALTERNATE IV (SEP 1996)

I-82 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)

I-83 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-84 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): FAR:

<https://www.acquisition.gov/far> EPAAR: <http://farsite.hill.af.mil/reghtml/rcgs/other/epaar/1552.htm>

(End of clause)

I-85 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-86 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I-87 Local Clauses 1552.216-72 ORDERING BY DESIGNATED ORDERING OFFICERS  
(ALTERNATE I) DEVIATION

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

any EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

## SECTION J - List of Documents, Exhibits and Other Attachments

### J-1 List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date	Number of Pages	Cross-Reference Material	Document Version
1	Performance Work Statement (PWS)	08/29/2013	24		BASE
2	Quality Assurance Surveillance Plan (QASP)	08/29/2013	5		BASE
3	Agency Security Requirements for Contractor Personnel	08/29/2013	6		BASE
4	Laboratory Space and Access Requirements, Region 8	08/29/2013	2		BASE
5	Government Furnished Property List	08/29/2013	2		BASE
6	Labor Category Descriptions	08/29/2013	2		BASE
7	Reporting Requirements	08/29/2013	5		BASE
8	Invoice Preparation Instructions	08/29/2013	7		BASE
9	Instructions for Performing the Annual Allocation of Non-Site-Specific Costs	08/29/2013	2		BASE
10	Organizational Conflict of Interest (COI) Plan	08/29/2013	1	See Price Proposal	BASE
11	Quality Management Plan (QMP)	08/29/2013	78	See Technical Proposal	BASE
12	Subcontracting Plan	08/29/2013	1	See Price Proposal	BASE
13	Section K - Representations, Certifications, and Other Statements of Offerors	08/29/2013	1	See Price Proposal	BASE

### J-2 Clauses

**Attachment 1 –  
Performance Work Statement (PWS)**

PERFORMANCE WORK STATEMENT  
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## PERFORMANCE WORK STATEMENT

### 1. SCOPE

The Contractor shall provide technical, analytical and quality assurance (QA) support, primarily to the U.S. Environmental Protection Agency (EPA) Superfund Program, other EPA programs, Federal and state agencies, and tribal organizations to facilitate identification, assessment, regulation, and remediation of environmental hazards which may pose a threat to human health or the environment. These requirements necessitate that EPA gather and/or generate information on which to base administrative, regulatory, and/or human health decisions. This contract requires the contractor to perform the following tasks, as assigned:

Task Area I - Analytical Support

Task Area II - Data Review

Task Area III - Analytical Logistical Support

Task Area IV - Quality Assurance/Quality Control (QA/QC) Support

Task Area V - Other Task-Related Activities

In performing this requirement, the Contractor shall be providing technical, analytical, and QA support to the Office of Superfund Remediation and Technology Innovation (OSRTI) and other Agency program offices to assist in meeting the requirements and objectives of the following laws: The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et seq. (1980); The Clean Water Act (CWA), 33 U.S.C. §§ 121 et seq. (1977); The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et seq. (1976); The Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. (1974); the Clean Air Act, 42 U.S.C. §§ 7401 et seq. (1970); and the Toxics Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq. (1976); Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), 7 U.S.C. §§ 636 et seq. (1947), (1972) & (1988). This support is also necessary to implement the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP), 40 C.F.R. Part 300 and to provide assistance to Federal Agencies involved in counter-terrorism environmental hazards identification and remediation activities, as required by various Federal Response Plans (FRPs) (see: [http://www.dhs.gov/files/programs/editorial\\_0566.shtm](http://www.dhs.gov/files/programs/editorial_0566.shtm)).

The Contracting Officer (CO) will issue Task Orders (TOs) for all work required under this contract in accordance with the terms and conditions of the contract. The Contractor shall submit all work products for review and approval by appropriate government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract.

### 2. BACKGROUND

The Superfund Program has historically relied on the EPA Contract Laboratory Program (CLP) to perform the majority of routine analytical services (RAS), and the Regional EPA Laboratories including the Environmental Services Assistance Team (ESAT) to provide other analytical services in support of Agency hazardous waste site projects, and other environmental monitoring.

Because of the need for both routine and specialized non-routine analytical services, and the emphasis on environmental data quality assurance under a mandatory EPA Quality System, the government is seeking to fully optimize the use of available resources within Regional Laboratory facilities. An ESAT may be utilized in each region to perform sample analyses, analytical and field support services, QA support, data review and validation, technical information and electronic data transfers, and other support functions for the EPA.

In addition, OSRTI seeks to use the Triad dynamic work strategy approach (<http://www.triadcentral.org>) for design and implementation of sampling programs intended to support Superfund site decisions. ESAT may be utilized in systematic planning or review of dynamic sampling strategies; use of rapid sampling and real-time measurement technologies; rapid interpretation of results generated by the use of these tools; and/or, perform data quality assurance and management activities.

### **3. TASK DESCRIPTIONS**

This section describes the primary task areas within the contract Performance Work Statement (PWS). The Government may order work by the team within any of these task areas at any time during the contract performance period with completion required as specified in task orders (TOs) placed under this contract, and as specified in written Technical Direction Forms (TDFs) in accordance with the Technical Direction clause of this contract.

The Contractor shall provide analytical chemistry, biological, and field sampling and analytical support to EPA at the Agency's regional laboratory facilities and at specified field locations using one or more EPA furnished mobile laboratories and/or field instrumentation.

The Contractor shall accomplish all tasks in strict accordance with the requirements specified in TOs issued by the CO. TOs may specify or reference Standard Operating Procedures (SOPs) or analytical methodologies for accomplishing the work required by the TOs, as well as QA/QC, document control, chain-of-custody, and deliverables requirements. Also, EPA may issue Technical Direction (TD) in accordance with the contract clause requirements for clarification of specific procedures or methodologies that shall be performed by the Contractor to accomplish any work authorized by TOs.

The Contractor shall comply with environmental management system (EMS), health and safety, environmental compliance, waste handling, and other applicable rules and regulations, established by EPA regional laboratories and other regulatory agencies while performing under this contract.

EPA will make available to the Contractor all applicable SOPs, analytical methods, QA/QC documents, and laboratory work rules, either in hard copy or electronic format. It is the Contractor's responsibility to become familiar with all of these documents prior to performing any work under this contract.

## **TASK AREA I: ANALYTICAL SUPPORT**

The Contractor shall provide chemical, biological, field sampling and analytical support to EPA at the Agency's Regional laboratory facilities and at specified field locations using mobile laboratory (ies) and/or field-based analytical methods.

EPA will provide facilities, equipment, and analytical supplies to the Contractor to perform Task Area I activities at EPA's laboratory facilities. It is the Contractor's responsibility to immediately notify the appropriate EPA Task Order Contracting Officer's Representative (TOCOR) or Task Monitor (TM) when it encounters any equipment failures that cannot be readily remedied by the Contractor (as authorized by the TOs) or technical problems that may impact the quality or on-time delivery of deliverables, or if any required equipment or supplies are unavailable to accomplish the required work.

Samples analyzed and/or collected may include sample matrices such as solids, dust, particulates, ash, gases, wipes, water, waste water, liquids, soil, tissue, vegetation, sediments, air, wastes, Dense Non-Aqueous Phase Liquids (DNAPL), Non-Aqueous Phase Liquids (NAPL), leachates, and biota. Samples may be from known or suspected hazardous waste sites, spill events, and/or terrorism events and may potentially contain hazardous/extremely hazardous materials at high concentrations. The Contractor shall be aware of the potential hazards associated with the handling and analyses of such samples.

### **A. Laboratory Sample Analyses**

The Contractor shall analyze environmental samples consisting of a wide variety of media for organic and inorganic chemical contaminants including, but not limited to, pesticides/PCBs, volatiles, and semi-volatile organic compounds; cyanide, metals, nutrients, and other inorganic analytes; air contaminants; biota; toxins and dilute chemical warfare agents and any other materials which may be found in environmentally-degraded locations and/or which may be utilized in terrorist activities against the general public. Sample analyses shall include screening, qualitative and/or quantitative analysis, as well as sample preparation, extraction, digestion, distillation, measurement, data reduction and reporting, as applicable.

The Contractor shall:

Analyze environmental samples for organic chemical compounds employing gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), gas chromatography/high resolution mass spectrometry (GC/HRMS), high pressure liquid chromatography (HPLC), liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), and other techniques. This may include the performance of quantitative and qualitative analysis of tetra- through octachloro-dibenzodioxins and dibenzofurans, and PCB congeners employing selected ion monitoring (SIM) GC/MS, and other techniques which may include Time-of-Flight (TOF) GC/MS;

Analyze environmental samples for inorganic chemical elements/compounds employing inductively coupled plasma-atomic emission spectroscopy (ICP/AES) and inductively coupled

plasma-mass spectrometry (ICP/MS); flame atomic absorption (AA), graphite furnace (GFAA), and cold vapor AA spectroscopy, ion chromatography, auto analyzers, radiochemistry and other wet or physical/chemical and instrumental techniques;

Repeat any organic/inorganic tests that do not meet the designated test acceptability requirements set forth in the established, approved, or regulated methodologies and for SOPs. If any modifications to the SOPs and/or analytical methodologies are required, the Contractor shall submit the proposed written revisions of the SOPs and/or analytical methodologies to the Contracting Officer's Representative (COR), TOCOR, or TM for approval prior to implementing;

Create and maintain log books, laboratory notebooks and worksheets in accordance with good laboratory practices and Regional policies, and complete all documents and records as required by the analytical methods and SOPs as described in the TOs. The Contractor shall archive samples, extracts and data in accordance with regional SOPs, various regulated, approved, and/or established methods (e.g., EPA, ASTM), and policies as directed in individual TOs. All electronic data shall be generated and archived in accordance with the protocols outlined by the Agency and Region, as well as any future revisions;

Comply with all Quality Assurance/Quality Control (QA/QC) requirements (which may include but not be limited to, analyst satisfactorily completing the required initial & continuing demonstration of capability for a given parameter; documentation of analytical corrective actions, batch level quality control and recordkeeping, etc.) as described in Agency and/or Regional policy, SOPs, TDFs, and other QA/QC documents provided by EPA;

Manage and track the progress of completion of each analytical project in accordance with Regional SOPs and directions contained in the TOs;

Analyze Performance Evaluation (PE) (including NELAC and/or other PE certification samples) and other QA-related samples; evaluate instrumentation, scientific software, and methodologies; prepare analytical standards; review, prepare or revise analytical procedures and SOPs; and

Analyze Performance Evaluation (PE) and or proficiency testing (PT) samples (including NELAC, TNI, ISO and/or other PE or PT certification samples) and other QA-related samples; evaluate instrumentation, scientific software, and methodologies; prepare analytical standards; review, prepare or revise analytical procedures and SOPs;

Perform routine maintenance and daily calibration of laboratory instruments;

Sample analysis may also include microscopic detection of Asbestos fibers as required by the analytical methods and SOPs described in the TOs.

## **B. Biological Support**

The Contractor shall perform biological testing on hazardous waste, water, soil, sediments, tissue, vegetation and other media, employing aquatic and sediment toxicity, bioaccumulation,



seed germination, microbial, viral and other biological tests. The Contractor shall also conduct biological sampling and perform biological assessments, e.g., biodiversity studies, bioaccumulation studies, immunoassays and gene expression studies, toxic algae surveys, sediment oxygen demand studies, biological toxicity testing, specimen preparation and examinations, biological and ecological risk assessments, bacterial and viral assessments and Microtox testing. Biological assessments may be performed at fixed or mobile facilities.

Accordingly, the Contractor shall:

Collect the media and/or organisms for examination, processing and/or testing. This may require electro fishing for the collection of fish and other techniques for the collection of specimens in support of ecological risk assessments; Sample collection may require some dive support, in which the Contractor shall meet EPA dive requirements;

Develop and implement a site work plan detailing required field activities, including sample collection and testing, test organism identification and examination, sample preparation and packaging, chain-of-custody requirements, and decontamination procedures;

Evaluate chemical parameters such as basic water quality measurements and chemical concentrations in various media, total organic carbon, acid volatile sulfides/simultaneously extracted metals, and grain size to better assess results of the toxicity tests and potential for ecological risk. The data required to be evaluated may be derived from samples obtained in sampling performed under this task or that are split for chemical analysis;

Perform activities necessary for the collection, culturing and maintenance of biological test organisms to assure an adequate, viable supply of the organisms for biological/microbiological/viral testing at the EPA Regional laboratories. The Contractor shall obtain new test organisms in order to maintain existing laboratory cultures;

Perform culturing activities in accordance with established, approved, and/or regulated methodologies and/or laboratory SOPs specified in TOs;

Prepare forms and maintain a laboratory log book or other specified documentation for recordings including QA/QC documentation required by the SOPs and/or analytical methodologies which may be in electronic format;

Perform routine maintenance and daily calibration of laboratory instruments;

Perform acute and chronic reference toxicity tests to assure quality test organisms for site specific toxicity testing; and

Repeat any biological tests that do not meet the designated test acceptability requirements set forth in the established, approved, or regulated methodologies and for SOPs. If any modifications to the SOPs and/or analytical methodologies are required, the Contractor shall submit the proposed written revisions of the SOPs and/or analytical methodologies to the Contracting Officer's Representative (COR), TOCOR, or TM for approval prior to implementing.

The Contractor shall also utilize techniques such as Polymerase Chain Reaction (PCR) instrumentation and other emerging and conventional technologies for the detection, identification, and characterization of microbes in various media. This may require the development and evaluation of protocols and SOPs for the utilization of such instrumentation and technologies including the technical evaluation and assessment of resulting data.

### **C. Field Analytical Support**

The Contractor shall provide staff to maintain and/or operate one or more mobile analytical laboratories meeting stated government specifications for designated Regions. The mobile laboratories are detailed to sites throughout each specific Region, as assigned by TDF, to provide Field Analytical Support Program (FASP) activities and/or field support for programs providing resources. FASP analyses usually require quick or rapid-turn-around, may be performed at designated on-site field locations in the mobile laboratory using stationary analytical instrumentation, or using portable; and/or, hand-held chemical or physical testing instruments; and/or at the Regional laboratory.

The Contractor shall perform field chemical and physical analyses using portable instruments and test kits, such as immunoassay test kits, X-ray fluorescence, GC/PID, ion probes; in situ, analytical and sampling approaches (e.g., Membrane Interface Probe, Laser Induced Fluorescence, and Direct Sampling Ion Trap Mass spectrometer); and mobile (transportable) instruments (e.g. GCs, GC/MS, ICP/AES, AA, GFAA, Mercury analyzers, and other electro metric instrumentation).

The Contractor shall design and implement analytical plans that must meet the data quality objectives (DQOs) for the decision needs of a specific field analytical project. The Contractor may be required to provide written recommendations for implementation of the analytical plans designed. The Contractor may be required to perform analytical activities, such as sample preparation, extraction/digestion, clean-up, instrument data acquisition, data verification, electronic data transfers, QC evaluation, and reporting. Information about field analytical and sampling technologies may be found at <http://fate.cluin.org>.

The Contractor shall:

Participate in up-front planning meetings to help the project team develop data collection strategies and dynamic sampling plans that identify and utilize the best sampling and analytical tools and approaches to meet site-specific decision needs and criteria. These criteria include both technical, instrument-related criteria, as well as practical considerations such as time constraints, project budgets, and acceptable levels of uncertainty (both sampling and analytical);

Perform Demonstrations of Methods Applicability (DMAs) or pilot testing which may be necessary to establish project specific decision levels (see: [http://www.triadcentral.org/gloss/dsp\\_glossterm.cfm?glossid=154](http://www.triadcentral.org/gloss/dsp_glossterm.cfm?glossid=154));

Collect samples and perform other ancillary tasks (e.g., sample preparation, packaging, shipment, and transport and documentation preparation) where ESAT is providing support under

this or other task areas. The Contractor may be required to operate specialized field equipment, (e.g., the Geoprobe; EPA-owned drill rigs, boats, and Global Positioning Systems (GPS); air sampling, monitoring and analysis equipment; and purging pumps used at monitoring wells);

Mobilize and demobilize equipment for field use, drive the mobile laboratory to and from field sites, set up and obtain utilities and supplies for vehicles, perform routine maintenance and emergency repair of equipment, and general upkeep of all assigned equipment and vehicles. In addition, the Contractor shall perform equipment decontamination and glassware cleaning and preparation necessary for the field operation;

Develop and implement a site work plan detailing required field activities, including sample collection and analysis, sample preparation and packaging, chain-of-custody requirements, decontamination procedures and all required documentation;

Perform sample analyses to include screening of samples in the field, field and laboratory qualitative and/or quantitative analysis, as well as sample preparation, extraction, digestion, distillation, measurement, data reduction and reporting, as applicable; and

Provide field sampling support which includes:

1. QA/QC sampling and studies at all sites including Superfund sites; and/or other programs' sites/locations, where EPA is authorized to perform field activities; and/or
2. Sampling associated with field analyses; and/or
3. Sampling and field analysis as described in this section; and/or
4. Sampling associated with biological testing and assessment support specified above.

#### **D. EPA Office of Air Quality Planning & Standards (OAQPS) Field and Laboratory Support (Program Buy-in)**

The Contractor shall provide field support services to EPA Regions to conduct performance evaluations on established ambient air field instruments used to monitor the following: particulates with an aerometric diameter of 2.5 microns or less (PM<sub>2.5</sub>); particulates with an aerometric diameter between 2.5 and 10 microns (PM<sub>10-2.5</sub>); criteria pollutant gases such as ozone, carbon monoxide, sulfur dioxide, and oxides of nitrogen; and lead (Pb). The Contractor may also conduct audits of the PM<sub>2.5</sub> Chemical Speciation Network (CSN) and the Interagency Monitoring of Protected Visual Environments (IMPROVE) network. The performance evaluations will require the use of mobile laboratories, samplers and audit instruments. All performance evaluations and audits shall be scheduled and performed according to 40 CFR Part 58 and the SOPs developed for each audit program including:

PM<sub>2.5</sub> Performance Evaluation Program (PEP) Standard Operation Procedures (SOPs) for Field Activities (see: <http://www.epa.gov/ttnamti1/pmpep.html>);



Lead (Pb) Performance Evaluation Program Standard Operating Procedure  
(see: <http://www.epa.gov/ttnamti1/pbpep.html>);

SOP for Through-the-Probe Performance Evaluations of Ambient Air Quality Monitoring of Criteria Air Pollutants  
(see: <http://www.epa.gov/ttnamti1/files/ambient/npapsop/npapttpsop.pdf>);

Chemical Speciation Program  
(see: <http://www.epa.gov/ttn/amtic/specguid.html>);

IMPROVE  
(see: <http://vista.cira.colostate.edu/improve/>);

Laboratory support for gravimetric analysis of PM<sub>2.5</sub> and PM<sub>10-2.5</sub> filters will be provided under the Region 4 ESAT contract, at the EPA Region 4 Laboratory (see: <http://www.epa.gov/ttn/amtic/files/ambient/pm25/qa/peplsop.pdf>). The Region 4 Contractor shall be responsible for shipping unexposed PM<sub>2.5</sub> and PM<sub>10-2.5</sub> air sampling filters to the designated Regional field scientists who shall collect integrated ambient air samples as part of the performance evaluation program. In addition to air filter preparation, the Contractor shall perform the following according to the laboratory SOP: receive handle, and process the exposed filters; gravimetrically analyze the exposed filters; record data and other relevant information; required QA/QC; validate audit data; and coordinate the upload of audit data to the EPA Air Quality System (AQS) with OAQPS; and

Chemical analyses of filters for concentrations of lead (Pb) will be provided under the Region 9 ESAT contract, at the EPA Region 9 Laboratory;

As specified by the Regional TOs, the Contractor may be responsible for providing a vehicle to support the audit program(s). Specific requirements for the vehicle may include: storage capacity, ground and height clearance, trailer hitch and appropriate safety equipment. The Contractor may be subject to follow current and future revisions of the Department of Transportation (DOT) “hours of service” (HOS) regulations for drivers covered under the DOT regulations for “property carrying drivers” as applicable (see: <http://www.fmcsa.dot.gov/rules-regulations/topics/hos/index.htm>). If a mobile laboratory unit provided by the Government does not require towing, this will be described in the property list of “shared” or “government furnished property” listing as a mobile laboratory and not a trailer.

Other support functions include logistics, communication, data reporting, equipment maintenance and repair; health & safety; and, environmental compliance activities as outlined in the TOs.

The Contractor shall perform additional site or project-specific work, e. g., gathering site information (i.e., precise location, weather conditions, description of surroundings), performing other field collection and/or analyses activities (e. g., temperature, wind velocity/direction, and other ambient air sample collection and testing) as described in the TOs and in accordance with the SOPs.

EPA will provide the training and certification required for the scientist(s) performing the field audits and for the laboratory analysts, the mobile laboratories or transportable air samplers, audit instrumentation, and sample filters.

### **E. Field Warehouse Operations Support**

The Contractor shall perform the following activities required for the operation of the field warehouse, as directed:

Receive and log requests for field equipment. Requests will be provided by designated EPA personnel, Contractors, and other official users. Prepare equipment request forms; acquire EPA approval to release the equipment; define operational conflicts; supply all necessary paper work and operating instructions; and prepare equipment for pick-up, shipment, or delivery. Clean and return ice chests to the appropriate locations or originators. Keep the equipment storage room and field warehouse area neat and orderly in accordance with appropriate approved SOPs. Inform the TOCOR, and/or, TM, and/or COR when expendable supplies have reached the minimum stock levels defined by the TOs and require replacement;

Receive and log-in returned equipment. Evaluate returned items for cleanliness and operational defects. Clean and restock the returned items in accordance with SOPs;

Maintain/update field equipment usage and readiness records. Equipment usage and status shall be tracked by completing calibration records, log books, equipment check-out forms, and updating databases at a minimum;

Maintain an Equipment Readiness Schedule which would require periodic calibration and other checks to assure that field equipment is kept in a "ready state" for use. Where equipment is found to be nonfunctional, the Contractor shall appropriately label the equipment and notify the TOCOR, TM, and/or COR. The Contractor shall prepare any equipment in need of repair for shipment;

Prepare SOPs for completing equipment readiness and calibration procedures for use by ESAT personnel as approved by EPA;

Maintain and update SOPs for each unit or type of equipment; and

Maintain manuals, instructions, and other documents in support of field equipment. This shall include assuring that all applicable supporting documentation is available for the field equipment.

### **F. Laboratory Support Functions**

The Contractor shall perform the following laboratory support functions:

Routine analytical laboratory instrumentation and/or equipment (including associated computers) set up, preparation, testing, and maintenance activities. This shall also include performing routine maintenance tasks required for proper operation of analytical equipment as described in the instrument operational manual. Instrumentation may include, GCs, GC/MS, HRGC/HRMS, LC/MS/MS, HPLC, ICP/AES, ICP/MS, GFAA, AA flame, IC, auto-analyzers, pH meters, balances, filtration apparatus, distillation equipment, continuous liquid-liquid extractors, or any other instrumentation assigned to ESAT to perform analysis on a routine basis. Such instrumentation shall be identified on a Regional basis;

Set up and maintenance activities necessary to perform the analysis of assigned samples;

Laboratory glassware washing in accordance with rigid, Regional QA/QC requirements specified in TOs and referenced SOPs. The Contractor shall complete all washing, drying and preparation activities and place clean glassware in the designated storage areas within time frames that assure an adequate inventory of clean glassware. Glassware cleaning, washing, and soaking procedures may require the handling and/or use of concentrated and/or diluted acids (e.g., hydrochloric acid, sulfuric acid) or bases (e.g., sodium hydroxide, hydrogen peroxide). The use and operation of commercial dishwashers and hot-air ovens may be required;

General cleanup activities including bench tops; instrument tops; and fume hood cleaning to assure that all glassware washing areas, and other areas where the Contractor performs work, are maintained in a clean and orderly manner;

Sample custodial duties, such as:

1. Accept and log in environmental samples arriving at the Regional Laboratory.
2. Enter sample information into an electronic and hardcopy Laboratory Information Management System (LIMS) and generate sample tracking sheets for distribution to analyst in accordance with TOs instructions and SOPs.
3. For each analytical batch analyzed, consolidate electronic and hardcopy analytical data into a single electronic and/or hardcopy file and distribute, as directed by TOs.
4. Maintain, update, and track analytical batches scheduled for analyses.

Perform support activities relating to the disposal of environmental samples in accordance with the sample disposition and disposal SOPs. These activities include the storage of analyzed samples in the appropriate refrigerators, tracking of samples due for disposal, obtaining the reports/results of the analyses for the samples to be disposed, review results to determine type of waste and the appropriate mechanism for disposal, physical transfer of used samples and waste generated by the preparation and analyses of samples to the appropriate containers, completing the information on the sample disposal sheets after sign-off, and notification to the designated EPA personnel that samples are ready for disposal;

File reports and project folders received from laboratory chemists in the location designated by the TOCOR, TM and/or COR. The Contractor shall archive project folders and retrieve files, as necessary; and

Develop and maintain analytical methods and procedures, including laboratory SOPs and/or analytical methodologies. The Contractor may be required to develop SOPs for new analytical methods, analytes, or matrices, as well as review, evaluate, and revise existing SOPs and/or analytical protocols/procedures.

The Contractor shall also perform the following technical support tasks:

1. Test and evaluate instrumentation, related software, and analytical procedures and methodologies. The Contractor shall verify acceptable performance of analytical methods and instrumentation and the adequacy of QA/QC procedures;
2. In a case where existing Government-approved test methods cannot be employed in the analysis of a sample, the Contractor shall prepare a testing plan for the approval by the Government. In performing the analysis, the Contractor shall not deviate from the approved plan without the express consent of the Government. Following the successful completion of the non-routine analysis, the Contractor shall deliver a report describing the actual processes used. The report shall discuss the viability of these procedures for performing similar analyses in the future and provide alternative procedures that might be employed taking into account such factors as timeliness, cost, and effectiveness;
3. Perform safety-related laboratory support tasks, such as checking of bench hood air flow, laboratory eye washes, safety showers and other safety equipment and requirements in accordance with federal, state, and local health and safety requirements, and regulations.
4. Perform environmental compliance and pollution prevention tasks in accordance with Federal, state, and local requirements or regulations (e.g., chemical inventory, solvent recycling, collection and preparation of laboratory generated waste for disposal).

## **G. Deliverables**

The Contractor shall submit the data obtained in performing the activities under this task area; reports necessary to present the data; and other required documents and reports, applicable to each of the specific TOs. The deliverables shall be submitted in the format and time frames specified in the TOs, TDF, or referenced SOPs for the specific activity.

Deliverables for sample analytical tasks shall include a complete data package with appropriate electronic files which includes any or all analytical and QC documentation as defined by the TOs; and/or, SOPs; and/or, analytical methodologies. The Contractor shall make any required changes and resubmit the data package in accordance with the TOs/TDFs. This may require the provision of data into relational databases to facilitate further interpretation and use of the data.

Deliverables for other laboratory support functions shall include a report of results with supporting data; draft SOPs and/or analytical methodologies, and/or completed data forms and logs, as applicable to the specific tasks and as detailed in the TOs.

Deliverables for field analytical support and field biological support shall include a site work plan or other documentation of readiness, submitted prior to the initiation of any field activities, as required in the TOs. Upon completion, the Contractor shall submit a complete data package which includes any or all analytical and QC documentation, including related forms; a site



report, detailing the work performed; field notes; and other necessary documentation, in accordance with the TOs and referenced SOPs and/or analytical methodologies.

Deliverables for laboratory biological activities shall include a complete report of results with supporting data, in accordance with TOs, referenced methods, and referenced SOPs and/or analytical methodologies.

## **TASK AREA II: DATA REVIEW**

The Contractor shall perform technical review of organic, inorganic, biological, dioxin, hazardous materials, explosives and other analytical data to assess data quality and completeness. Data for review and/or validation may be provided in electronic format; and/or, transferred via web-based internet electronic data format, hard copy data packages and/or, via other future media.

### **A. Data Validation**

The Contractor shall perform data review/validation activities on data from the following sources: CLP, Regional laboratory contracts, EPA Regional Laboratory, potentially responsible parties (PRPs), EPA field Contractors, and other sources. This shall include data review for the regional data validation oversight program. The Contractor shall not conduct data validation of its own data generated under this contract or from any other of the Contractor's own analytical laboratories or subsidiaries.

The Contractor shall provide a QA data review of data packages and electronic deliverables (e.g., diskettes, CD-ROM, Data Assessment Tools (DAT), Staged Electronic Data Deliverable (SEDD) (see: <http://www.epa.gov/superfund/programs/clp/sedd.htm>), internet web-based, or other electronic format) using the following documents and requirements:

CLP, Regional data review SOPs, and National and Regional Data Validation Functional Guidelines/Guidance (e.g. may include dioxins and explosives) and directives;

CLP Routine Analytical Services (RAS) and Modified Analyses contract protocols and performance requirements;

A graded approach or streamlined data validation protocols provided by the Agency;

Individual Regional laboratory contracts protocols and performance requirements;

Regional sampling/project plans;

Regional Performance Evaluation (PE) program guidance; and

Task Order requirements.

The Contractor shall examine the package to determine if required data and documentation are present. If information is missing, the Contractor shall immediately notify the TOCOR, TM and/or COR, through an interim deliverable listing the information required to complete the data validation.

## **B. Electronic and Manual Data Review/Validation**

The Contractor shall perform electronic validation of electronic deliverables (e.g., diskettes, CD ROM, DAT, SEDD, internet, or other electronic media) or manual validation of hard-copy data packages using/resulting from electronic validation assessment software provided by the EPA, in accordance with the Regional SOPs, TOs and/or software documentation. The Contractor shall follow national and regional procedures, as well as the procedures described in the software program and SOPs to validate data electronically on organic/inorganic data packages designated for electronic assessment/validation.

Upon completion of an electronic or manual validation, the Contractor shall submit the required data validation report (electronic and/or hard copy) to the TOCOR, TM, or COR within the time frames specified in TOs and/or TDFs. When revisions or corrections are required, data validation reports will be returned to the Contractor with written directions indicating the necessary revisions/corrections in accordance with a TDF. The Contractor shall make the necessary revisions/corrections and re-submit the data validation report to the TOCOR, TM or COR. The Contractor shall implement an electronic data validation tracking system if required under the TOs. The Contractor shall transfer electronic data as specified in the TOs and/or TDFs.

## **C. Collection and Tabulation of Data**

The Contractor shall produce reports summarizing statistical information concerning data reviews. Typical statistical information covered by such reports shall include numbers of samples for which data were rejected or estimated and numbers of rejections/estimations by fraction (e.g., volatiles, semi-volatiles, Pesticide/PCBs, dioxins, metals, cyanide, or other parameters). The Contractor shall statistically quantify the reasons for qualification or rejection of data. Typical factors to qualify the data may include: surrogates, holding times, calibration, contamination, identification, internal standards, temperature/preservation, % moisture, volatile head space, matrix spike recovery, and duplicates audit. Contractor shall enter data into and manage automated data storage (databases) which store and analyze data. Contractor shall use systems as directed by EPA such as SCRIBE, Response Manager or other applications as directed by EPA in specific task orders. Contractor may be required to obtain third party hosting for data storage databases or supporting systems. Contractor may be tasked to automate data management tasks with software such as Microsoft Visual Basic, Microsoft Access, PERL, complex Structured Query Language (SQL) queries, etc. Contractor may be tasked to provide administration support for database servers and applications.

## **D. Deliverables**



For all data review tasks, the Contractor shall prepare and submit to the TOCOR, TM or COR a report, detailing results of the data review. When revisions or corrections are required, the TOCOR, TM or COR will return the report and data package to the Contractor with written instructions through a TDF, indicating the necessary revisions/corrections. The Contractor shall make the necessary revisions/corrections and re-submit the report and data package to the TOCOR, TM or COR.

### **TASK AREA III: ANALYTICAL LOGISTICAL SUPPORT**

The Contractor shall provide analytical logistical support to field, analytical, quality assurance, and Regional Sample Control Center (RSCC) activities as specified in TOs. The Contractor shall:

Exchange information based on EPA written procedures, with CLP and Non-CLP users;

Coordinate/facilitate tracking the flow of CLP and other analytical data/documents;

Manage, track, and maintain sample and QA-related data, chain-of-custody documentation, sample log-in data, and task-related documents;

Receive and track various sample analyses projections;

Inventory the Complete Sample Delivery Group File (CSF), and does not include contacting contract laboratories;

Maintain databases (input/output) related to analytical logistics, such as the EPA non-CLP analytical tracking database and the individual Regional LIMS;

Track, package, and ship samples; return coolers;

Track requests and analytical information on RAS performed by CLP and other external analytical sources;

Receive and enter Regional Laboratory information into a Regional database system (e.g., LIMS) to support sample scheduling and tracking of internal analytical requests, laboratory assignments, sample shipments, and data review logistics;

Notify field Contractors of laboratory assignments;

Generate and/or distribute chain-of-custody, traffic report forms, electronic field sheets and sample tags. This may include using EPA-developed sample tracking software (e.g., FORMS II Lite™, Scribe, etc.), and any other future tracking software including revisions;

Distribute data packages to data validators;

Acquire and track status of samples from receipt of request, sample analysis, data validation and archiving of data. Track status of data packages to include due dates, lateness, and data validation reports, missing sample data, PE samples and field QC samples;

Archive/retrieve analytical and QA-related data. Prepare data packages, reports, and other documents for storage in accordance with EPA requirements and SOPs at EPA facilities which may include EPA-acquired off-site facilities. Physically lift, move, and transport boxes of data and/or reports to EPA off-site facilities for data storage/archiving purposes as needed. Prepare boxes for archiving in accordance with Regional SOPs; and/or requirements for archiving to the Federal Records Center (FRC); and

Receive and track data, documents, and responses from Regional CLP and non-CLP laboratories. Distribute Regional CLP and non-CLP laboratory data and related documents, electronically when possible.

The geospatial support will include data development and management, spatial analysis, web service and application development, and cartographic support using commercially available and Agency standard Geographic Information System (GIS) software, including all modules of ESRI's ArcGIS. Additional software to be used may include ERDAS Imagine, ESRI's Spatial Data Engine, and ArcGIS Server. The Contractor shall provide spatial and non-spatial data handling, image processing, and data analysis support using data and information from a wide range of disciplines (including but not limited to chemistry, hydrology, toxicology, biology, geography, and geology) and from a wide range of sources (laboratory, other agencies, commercial vendors). All work products shall conform to EPA regional and national standards for cartographic content and presentation.

#### Deliverables and Schedule

The Contractor shall prepare and submit reports associated with the above list of tasks as per appropriate Regional TO/SOPs. These reports shall include the following:

Weekly reports (or per the frequency specified in the TO) indicating data packages processed and status; and

Non-CLP tracking reports (i.e. ANSETS or any other Agency specified tracking system).  
TASK AREA IV: QA/QC SUPPORT

#### **A. Preparation and Review of Biological and Human Health Risk Assessments and Analysis and Review of Ground Water Hydrology Data**

The Contractor shall prepare and/or review biological and human health data and assessments, including ecological risk assessments, biodiversity assessments, human health risk assessments, and endangered species assessments. The Contractor shall research and review applicable regulations, guidance documents, data calculations, species-specific reference toxicity values, literature, and database references, as well as statistical analysis of data. The Contractor shall prepare ground water hydrology assessments, and review of analyses by other parties. Review

may include evaluation of ground water and contaminant transportation, and application or review of models to predict the fate and transport of ground water contaminants. Groundwater hydrology evaluations may require evaluation of surface water interactions with ground water and the effects of implementation of clean up technologies on ground water contamination. Site visits and meetings may be required to obtain the necessary information to complete the required review or assessment.

## **B. Preparation and Review of QA Project Plans and Sampling and Analysis Plans**

The Contractor shall review QA project and/or sampling and analysis and other work plans, and related documents, and provide technical comments to EPA. The Contractor shall prepare QA project and/or sampling and analysis plans for EPA, other governmental, and ESAT-conducted projects only, but not for another Contractor's projects. This may require participation in up-front planning activities that precede the mobilization to the field and collection of initial samples. The up-front support may include initial and continued development of certain models, problem statements, decision goals, and the identification of sampling variables relevant to project decisions.

The Contractor shall select alternate study designs, develop hypothesis testing and uncertainty analysis, and perform data assessment from both a graphical and statistical standpoint. The statistical support shall include various techniques such as geostatistics, kriging and the design and analysis of spatial and temporal sampling, and modeling development from multivariants. The support must be consistent with the EPA Quality System from a data collection standpoint as referenced in the following documents: EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; EPA QA/G-9: Guidance for the Data Quality Assessment: Practical Methods for Data Analysis; and EPA QA/G-4HW: Guidance for the Data Quality Objectives Process for Hazardous Waste Sites; and any other specific Regional Quality Assurance documents. This includes any and all future revisions to the documents described above (see: [http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html)).

## **C. Development and/or Review Analytical Methodologies**

The Contractor shall provide technical support in the development and/or review of analytical methodologies, SOPs, and protocols, including technical specifications for new or non-CLP methods, and related QA activities. This shall require that the Contractor perform research on specified topics, including search of literature in pertinent technical journals and publications, obtain information from the scientific communities, and access and download information from the Internet. The Contractor shall provide a report of its research, addressing all specified issues and presenting comments regarding the applicable analytical methods.

## **D. Review, Preparation, and Revision of Other Analytical and QA-Related Documents**

The Contractor shall provide technical support to EPA in the review, development, and/or revision of QA-related documents as specified in TOs. These documents may include SOPs, procedural documents, scopes of work, operating guidelines, analytical summaries and tables, functional guidelines, and data validation manuals. The Contractor shall conduct scientific and

technical review on EPA SOPs, manuscripts, data compilations, review articles, technical papers prepared for journal publication, and scientific/technical products.

### **E. Additional QA Support**

The Contractor shall provide the following other QA-related support:

Preparation, tracking, and shipping of QC audit samples;

Evaluation of specialized computer systems to be utilized to perform or support task-related activities, such as loading existing analytical data into EPA-supplied software and generating reports or conducting electronic data assessments/validation;

Development and assessment of specialized sampling procedures at hazardous waste sites, e.g., in cases where established procedures are inadequate for the prescribed/indicated analytical protocol; and/or,

Review and assessment of field analytical and fixed laboratory conformational data and split sampling data for determining data comparability.

### **F. Data Validation Review**

The Contractor shall perform data review for the Regional data validation oversight program. The TOCOR, TM, or COR will assign cases for review and specify the scope of review through TDFs. The Contractor shall review the information in accordance with the SOPs and guidance defined in the TOs to determine if the data validation report and accompanying documents are in accordance with the appropriate SOPs and guidance.

### **G. Technical Support to EPA for Laboratory/Field Review**

The Contractor shall provide technical support to the EPA in the review of CLP, non-CLP, PRP, and State laboratory performance in the analysis of samples for EPA environmental programs and in the review of PRP, State, and field Contractor performance of field sampling/analytical activities. This technical support may require the Contractor to review and track applicable documents and electronic media to determine if laboratory and/or field activities have been performed in accordance with EPA-approved requirements and specifications. The Contractor may be required to provide on-site technical support to EPA at designated laboratories or sites, if approved in advance by the CO.

### **H. Deliverables**

The Contractor shall submit to the applicable TOCOR, TM, or COR documents prepared and a complete report of its review of documents and data performed under this task area (Task Area IV QA/QC Support), in the format specified. This may require the submission of electronic deliverables, data tables, notes of meetings and site visits, and research materials and/or references. The Contractor may be required to summarize document revisions. At times,



multiple copies of documents/deliverables may be required. The Contractor shall revise and resubmit documents in accordance with EPA requirements specified in TDFs. The Contractor shall comply with the requirements of the clause, SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE, when preparing deliverables for this task.

## **TASK AREA V: OTHER TASK-RELATED ACTIVITIES**

The Contractor shall perform the following activities which are necessary to support EPA QA and analytical-related programs, consistent with this contract SOW:

### **A. Attendance at Specialized Technical Training**

The Contractor shall attend specialized training only upon prior issuance of a TDF, specifying the nature of and schedule for training. The Contractor shall attend EPA-specific training (generally EPA-sponsored training) which may include training in EPA-specific computer systems and software, LIMS and Regional LAN systems and EPA-specific SOPs, protocols, and methodologies.

Specialized training may include vendor-specific training in new technologies or specialty equipment/instruments needed to meet technical requirements not recognized at the time of contract award. Vendor-specific training may include training related to analytical instrumentation, data review technology, software or other related material.

### **B. Development and Delivery of QA and Analytical Training**

The Contractor shall provide training to EPA, States, other governmental agencies, and their Contractors in clearly defined, task-related areas, such as training in data review protocols, electronic data validation procedures, and QA guidance and processes. The Contractor shall develop and prepare training materials for the approval by the TOCOR, TM, COR, or QA Officer.

The Contractor shall provide training to EPA personnel only for the purpose of transferring knowledge of a specific analytical or QA technique or technology obtained in the performance of work under this contract.

The Contractor shall be required to submit work plans for EPA approval prior to initiating any activity in support of training. EPA will provide applicable guidance documents or policy statements for Contractor use in developing training. During development of all training materials, EPA will review and approve draft outlines and other deliverables to be utilized in any potential training. The Contractor shall submit draft training materials to EPA for review and approval prior to conducting training.

### **C. Attendance at Conferences and Meetings**

The Contractor shall attend conferences or meetings in order to support specific assignments included in the SOW. This shall include activities such as attendance at a conference to give a

technical presentation and attendance at meetings to obtain information necessary to perform tasks included in the SOW or to present information obtained in performing a task-related function.

During conferences, seminars, meetings and training, all policy and interpretive questions shall be directed back to the TOCOR, TM, or COR for resolution.

#### **D. Implementation of Team Quality Assurance Program:**

The Contractor shall implement a Quality Assurance Program in accordance with its Quality Management Plan (QMP) and TOs-specific Quality Assurance Project Plans (QAPPs) for each Region served by the Contractor. The Contractor shall submit a QMP to the COR, for review and approval by EPA. The QMP shall describe the Contractor's organizational quality management policies, processes, roles and responsibilities, and be developed according to "EPA Requirements for Quality Management Plans" (EPA QA/R2, March 2001). For TOs which involve the generation of environmental data, the Contractor shall submit to the COR a QAPP as required by the TOs. The QAPP shall be developed according to "EPA QA/R-5, EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations" (EPA QA/R-5, March 2001). The Contractor shall incorporate in the QMP and QAPP any changes required for EPA approval. The Contractor shall annually review, and if necessary update, the QMP to reflect any changes or revisions to the QA guidance documents referenced and provide a copy to the COR and EPA QAO for approval. EPA Quality Assurance guidance documents are located at: [http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html).

#### **E. Tracking and Reporting**

The Contractor shall maintain a database containing information as it relates to this contract for work performed as described in each task area (i.e., I, II, III, IV, and V) for Superfund and other EPA programs' buy-ins (e.g., Task Area I - Analytical Support - specific analytical costs by parameter, e.g., VOAs, Semi-VOAs, Metals, cyanide, etc.).

The Contractor shall provide the estimated and/or actual costs for performing specific types of analyses and sample preparation on a specified (monthly, quarterly, or annual) basis preferably included in the Contractor generated Monthly Financial Reports. The information provided should include a defined percentage of costs for sample handling and management associated with each fraction (e.g., VOAs, metals, WQPs, etc.) for specific analyses performed. The sample handling and/or sample management costs shall include such costs for sample handling log-in/storage, tracking, reporting, disposal, etc. as a percentage for "sample handling". For example, 30% may be the percentage applied to the cost(s) reported per analysis for sample handling including program management costs for reporting the total "actual" cost.

### **4. GENERAL REQUIREMENTS**

EPA Regions are defined in the attachment entitled "EPA Regions".

The Contractor is ultimately responsible for complying with all Federal, State, and Local governmental work rules, guidance, and regulations.



The Contractor shall conform to the Environmental Management System (EMS) of the EPA Regional Laboratory or location of performance. The EPA EMS is described at: <http://www.epa.gov/ems>.

The Contractor shall have knowledge of The National Environmental Laboratory Accreditation Conference (NELAC) Institute standards requirements (see: <http://www.nelac-institute.org/>) and/or ISO/IEC 17025 general requirements for the competence of testing and calibration laboratories, whichever is applicable to the Regional laboratory.

The Contractor shall conform to the Quality Assurance System/Plan of the EPA Regional Laboratory and comply with the current version of The NELAC Institute (TNI) standards and/or ISO/IEC 17025 general requirements referenced therein, as applicable.

The Contractor shall transmit and receive certain information to and/or from various EPA programs and Contractor organizations, such as: Sample Management Office (SMO); the Quality Assurance Technical Support (QATS) contractor; the organizations providing sample and data management and Quality Assurance support to the Analytical Services Branch (ASB); and Regional field sampling/analytical Contractors. Contractor interaction with these activities will be determined by the COR or CO in the TOs. Such interaction is for the purpose of communicating information only and does not include providing direction to or receiving direction from other EPA offices or Contractors.

Computer and computerized word processing systems provided by and used by the Contractor in performance of this contract shall be compatible with EPA systems. Electronic deliverables shall be in a format compatible with the formats in place at the EPA Region requesting the deliverable.

All SOPs developed under this contract become property of the Agency.

## **5. ESAT ACRONYMS**

AA - Atomic Absorption

ASB - Analytical Services Branch, OSRTI

ASTM - American Society for Testing and Materials

CERCLA - Comprehensive Environmental Response, Compensation and Liability Act

CLP - Contract Laboratory Program

CO - Contracting Officer

COR - Contracting Officer's Representative

CSF - Complete Sample Delivery Group File

CWA - Clean Water Act

DAT - Data Assessment Tool

DMA - Demonstrations of Methods Applicability

DNAPL - Dense Non-Aqueous Phase Liquids

DQO - Data Quality Objectives

EMAP - Environmental Monitoring and Assessment Program

EMS - Environmental Management Systems

EPA - U.S. Environmental Protection Agency  
ESAT - Environmental Services Assistance Team  
FASP - Field Analytical Support Program  
FASTAC - Field and Analytical Services Teaming Advisory Committee  
FIFRA - Federal Insecticide, Fungicide and Rodenticide Act  
FRC - Federal Records Center  
FRP - Federal Response Plans  
GFAA - Graphite Furnace Atomic Absorption  
GPS - Global Positioning Systems  
HPLC - High Pressure Liquid Chromatography  
IC - Ion Chromatography  
ICP/AES - Inductively Coupled Plasma - Atomic Emission Spectrometry  
ICP/MS - Inductively Coupled Plasma - Mass Spectrometry  
GC - Gas Chromatography  
GC/HRMS - Gas Chromatography/High Resolution Mass Spectrometry  
GC/MS - Gas Chromatography/Mass Spectrometry  
GC/PID - Gas Chromatography/Photo-Ionization Detector  
GIS - Geographical Information System  
HPLC - High Pressured Liquid Chromatography  
LAN - Local Area Network  
LIMS - Laboratory Information Management System  
NAPL - Non-Aqueous Phase Liquids  
NCP - National Contingency Plan  
NELAC - National Environmental Laboratory Accreditation Conference  
OSRTI - Office of Superfund Remediation and Technology Innovation  
OSW - Office of Solid Waste  
PCR - Polymerase Chain Reaction  
PCB - Polychlorinated Biphenyls  
PE - Performance Evaluation  
PRP - Potentially Responsible Party  
QA - Quality Assurance  
QAO - Quality Assurance Officer  
QAPP - Quality Assurance Project Plans  
QA/QC - Quality Assurance/Quality Control  
QATS - Quality Assurance Technical Support  
QMP - Quality Management Plan  
RAS - Routine Analytical Services  
RCRA - Resource Conservation and Recovery Act  
RQMP - Regional Quality Management Plans  
RSCC - Regional Sample Control Center  
SAP - Sampling and Analysis Plans  
SDG - Sample Delivery Group  
SEDD - Staged Electronic Data Deliverable  
SIM - Selected Ion Monitoring  
SMO - Sample Management Office  
SOP - Standard Operating Procedure

SOW - Statement of Work

TD - Technical Direction

TDF - Technical Direction Form

TM - Task Monitor

TO - Task Order

TOCOR - Task Order Contracting Officer's Representative

TSCA - Toxics Substances Control Act

WQP - Water Quality Parameters

**Attachment 2 –  
Quality Assurance Surveillance Plan (QASP)**

## QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

### 1. INTRODUCTION

This quality assurance surveillance plan (QASP) is pursuant to the requirements listed in the contract Performance Work Statement (PWS). This plan sets forth the procedures and guidelines the Government will use in ensuring the required performance standards or services levels are achieved by the Contractor.

#### 1.1 Purpose

The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's Quality Management Plan (QMP). It is intended that the QASP be a tool to guide the Government in assessing Contractor performance.

This QASP defines the roles and responsibilities of all members of the acquisition team, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

#### 1.2 Performance Management Strategy

The Contractor is responsible for the quality of all work performed. The Contractor measures that quality through the Contractor's own QMP program. The Contractor's QMP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS; and for reporting its performance to the designated government representative. This QASP enables the Government to take advantage of the Contractor's QA/QC program. The government representative(s) will monitor performance and review performance reports furnished by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Government will make its determination regarding the Award Term incentive based on performance measurement metric data and notify the Contractor of those decisions. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

### 2. ROLES AND RESPONSIBILITIES

#### 2.1 The Contracting Officer

The Contracting Officer (CO) is responsible for monitoring contract compliance, contract administration, and cost control and for resolving any differences between the observations documented by the COR and the Contractor. The CO will designate one full-time, contract level COR as the government authority for performance management. The number of additional representatives that will monitor performance depends on the complexity of the services measured, as well as the Contractor's performance, and must be identified and designated by the CO.

## 2.2 The Contracting Officer's Representative

The Contract-level Contracting Officer's Representative (COR) and Task Order COR (TOCOR) are designated in writing by the CO to act as his or her authorized representative to assist in administering the contract and resultant task orders. Additionally, the CO may choose to appoint a Task Monitor (TM) to assist with the administration of distinct tasks under a particular task order. To be appointed, the TM must be a certified COR. COR limitations are contained in the written appointment letter. The COR is responsible for technical administration of the project and ensures proper government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the CO for action. The COR will have the responsibility for the inspection, acceptance, and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

## 3. IDENTIFICATION OF ACCEPTABLE QUALITY LEVELS

The required performance standards and/or quality levels are included in the PWS and in Attachment 1, Performance Requirements Summary (PRS). The PRS will be tied to the Award Term determination and Contractor Performance Assessment Reporting System (CPARS) evaluations. If the Contractor meets the acceptable quality level (AQL) as defined in the Section H clause, Award Term Incentive Plan, it is eligible to receive the Award Term Incentive. Failure to meet the AQL will make the Contractor ineligible to receive the Award Term.

## 4. SURVEILLANCE METHODS

In an effort to minimize the performance management burden, simplified surveillance methods will be used by the Contract-level COR, TOCOR, and/or TM to evaluate Contractor performance when appropriate. The primary methods of surveillance are:

- Random Inspection
- Periodic Inspection
- 100% Inspection

## 5. PLACE OF SURVEILLANCE

The Government reserves the right to perform quality assurance at the contract place of performance.

## 6. ANALYSIS OF QUALITY ASSURANCE ASSESSMENT

### 6.1 Determining Performance

The Government will use the monitoring methods cited to determine whether the performance standards and AQLs have been met. Failure to meet the AQL will result in losing an Award Term. Likewise, if the Contractor meets or exceeds the AQL, an Award Term may be granted, in accordance with the Section H clause, Award Term Incentive.



## 6.2 Reporting

The TOCOR/TM will summarize in writing the overall results of the quality assurance surveillance of the Contractor's performance on task orders to the COR. These results will be considered during the Contractor's annual performance appraisal and Award Term evaluation. The final results of the Contractor's annual performance will be inputted into CPARS in accordance with system requirements and using the definitions for each rating (i.e. Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory) contained in the DoD CPARS Policy Guide that is in effect at the time of the annual evaluation. The compilation of evaluation results from the COR, TOCOR, TM, and CO as finalized in CPARS will enable the Government to demonstrate whether the Contractor is meeting the stated performance standards and AQLs and will enable the CO to make his or her Award Term Incentive Determination.

## 6.3 Reviews

The Contracting Officer will hold meetings with the COR, Contractor Representative, and other government or contract representatives, as deemed necessary, to discuss Contractor performance. However, if the need arises, the Contractor may meet with the CO and/or COR per the Contractor's request. The agenda of the reviews may include:

- Monthly performance assessments
- Issues and concerns of the parties
- Projected outlook for upcoming months and progress against expected trends, including a corrective action plan analysis if required
- Recommendations for improved efficiency and/or effectiveness

(NEXT)

## 7. PERFORMANCE REQUIREMENTS TABLE

Performance Requirements	Performance Standards	Monitoring Methods	AQL	Incentive/ Disincentive
Quality of Product or Service	The contractor shall perform all services to the acceptability of the Government for the contract and on each task order, including: <ul style="list-style-type: none"> <li>• All reports/data must be accurate and complete</li> <li>• Service provided must meet the specifications of the contract</li> <li>• The contractor's work must measure up to commonly accepted technical and professional standards</li> <li>• Government involvement must be limited to solve problems that arose during performance</li> </ul>	<ul style="list-style-type: none"> <li>• 100% Inspection of deliverables</li> <li>• Periodic Inspection using Monthly Reports and other Reports of Work</li> <li>• Random Inspection of contractor performance</li> </ul>	<p>The Contractor must achieve an Average Past Performance Score of 3.0 on all task orders for the contract Base Period to be eligible for the contract-level incentive.</p> <p>(For more information, see the Section H clause: Award Term Incentive Plan (EPAAR 1552.216-78) Alternate I)</p>	<p>If <math>\geq 3.0</math>, the Award Term will be exercised.</p> <p>If <math>&lt; 3.0</math>, the Award Term will not be exercised.</p>
Schedule	The contractor shall adhere to all delivery schedules and submit all deliverables to the Government timely and IAW contract requirements and/or task order SOWs.	<ul style="list-style-type: none"> <li>• 100% Inspection of deliverables</li> <li>• Periodic Inspection using Monthly Reports and other Reports of Work</li> <li>• Random Inspection of contractor performance</li> </ul>		
Cost Control	The contractor shall effectively manage and control contract costs, to include: <ul style="list-style-type: none"> <li>• Keeping within the total estimated cost</li> <li>• Using innovative efforts that result in cost savings</li> <li>• Submitting current, accurate and complete billings</li> <li>• Maintaining budgetary internal controls</li> <li>• Monitoring, tracking, and accurately reporting level of effort, labor costs, and other expenditures</li> </ul>	<ul style="list-style-type: none"> <li>• 100% Inspection of invoices</li> <li>• Periodic Inspection using Monthly Reports and other Reports of Work</li> </ul>		
Business Relations	The contractor shall be proactive in its approach to problem resolution and dealing with Government representatives. The contractor's communication with the Government shall be clear, effective, and timely. The contractor shall take corrective action and resolve problems with limited Government interaction. The contractor shall effectively manage subcontractors, including: <ul style="list-style-type: none"> <li>• Making timely awards of subcontracts</li> <li>• Managing subcontractor costs</li> <li>• Identifying and resolving subcontract problems affecting overall contract performance</li> </ul>	<ul style="list-style-type: none"> <li>• Periodic Inspection using Monthly Reports and other Reports of Work</li> <li>• Random Inspection of contractor performance</li> </ul>		
Management of Key Personnel	The contractor shall select, retain, support, and replace (when necessary), key personnel timely so as not to disrupt service on the contract. The contractor shall: <ul style="list-style-type: none"> <li>• support key personnel so they are able to work effectively</li> <li>• take corrective action if a key personnel does not perform well</li> <li>• replacements must meet or exceed the qualifications of the position as described in the contract schedule</li> </ul>	<ul style="list-style-type: none"> <li>• Periodic Inspection using Monthly Reports and other Reports of Work</li> <li>• Random Inspection of contractor performance</li> <li>• 100% Inspection of any Key Personnel replacements</li> </ul>		
Utilization of Small Business	The contractor shall provide maximum practicable opportunity for Small Businesses to participate in contract performance. The contractor shall comply with all terms and conditions in the contract relating to Small Business participation and shall adhere to the individual goals stated in the Subcontracting Plan.	<ul style="list-style-type: none"> <li>• Periodic Inspection of eSRS Reports</li> </ul>		

**Attachment 3 –  
Agency Security Requirements for Contractor Personnel**

## AGENCY SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**

Contractor employees needing unescorted physical access to a controlled EPA facility<sup>1</sup> for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).

- **For Unescorted Access for More than 6 Months**

Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). “Initiated” means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors’ employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees’ security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not

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<sup>1</sup> A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee's fitness at any of the following points:

- When the EPA prescreens the individual's security forms. "Red flag" issues include:
  - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
  - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);
  - Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
  - Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

## 1) Initial Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.

- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

## **2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less**

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
  - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
  - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
  - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

## **3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months**

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.



- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
  - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at [www.opm.gov/forms](http://www.opm.gov/forms). Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
  - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at [http://www.opm.gov/forms/pdf\\_fill/of0306.pdf](http://www.opm.gov/forms/pdf_fill/of0306.pdf). Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
  - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
  - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
  - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
  - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

#### **4) Ongoing Contractor Security Responsibilities**

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial investigative requirements before beginning work on-site at EPA.

The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.

- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

**Attachment 4 –  
Laboratory Access Requirements – Region 8**

## LABORATORY ACCESS REQUIREMENTS

There are currently no items assigned to the Laboratory Access Requirements under this contract.

**Attachment 5 –  
Government Furnished Property List**



## GOVERNMENT FURNISHED PROPERTY LIST

There are currently no items assigned as Government Furnished Property (GFP) under this contract.

**Attachment 6 –  
Labor Category Descriptions**

## LABOR CATEGORY DESCRIPTIONS

Techlaw, Inc. Team Labor Categories*Transcribed from TechLaw, Inc. Technical Proposal to SOL-HQ-12-00028, Exhibit 2-1, dated 02/08/2013*

Labor Category	Typical Knowledge, Skills And Abilities	Minimum Education	Minimum Experience
Expert Consultant	Participates in assignments on a project-by-project basis to provide expert-level support or guidance. May provide direct assistance, review progress, and evaluate results; and make changes in methods or project design where necessary. Work with a high degree of independence and often lead projects and mentor staff members with less experience.	MS or PhD	20 or more years
		or	
		BS	28 or more years
Senior Consultant	Plans, conducts, and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals and generally operates internally with wide latitude for independent action.	BS or BA	12 or more years
Consultant	Plans, conducts, and supervises subtasks on a project-by-project basis, working to meet completion dates. May provide direct assistance, review progress, and evaluate results; and, make changes in methods or project design where necessary. These individuals make independent technical decisions, seeking advice from Senior and Expert Consultants as needed.	BA or BS	6 or more years
Associate	Under the general supervision of a senior consultant or consultant, carries out assignments that are varied and require technical judgment and accuracy; applies professional training and knowledge of discipline to assigned projects; and evaluates information for use in making recommendations to the client.	BA or BS	None
		or	
		HS	8 or more years
Technician	Under general supervision of a contract or project manager, technicians gather and correlate basic data and perform routine tasks and other duties as assigned.	HS	None

For all categories, with the exception of Expert and Technician, any combination of relevant expertise or full-time college level study totaling four years will be an acceptable substitute for a BS or BA degree. An MS degree is equivalent to two years of experience and a PhD degree is equivalent to four years of experience. Additional education is required to qualify for an Expert—either an advanced degree, or a BS or BA and an area of specialized experience and training. An individual must routinely function at the knowledge, skills and ability level noted in Exhibit 2-1 in order to be placed in that labor category. In other words, the employee is assigned to a labor category based on the primary functions that the employee is capable of performing, even if they have the years of experience required for the higher category.

**Attachment 7 –  
Reporting Requirements**

## REPORTING REQUIREMENTS

### I. Contract Reporting Requirements

The reports listed in the table below shall be prepared by the contractor and distributed to the designated recipient(s) in accordance with each specified requirement. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report. Unless otherwise noted, all reports are to be submitted electronically in a searchable PDF format. A detailed description of each required report follows the table.

At the end of each contract year, the contractor shall compile all reports required for that year and load them onto a single electronic disc. One copy of the disk shall be mailed to the Contracting Officer and one copy of the disk shall be mailed Contract-Level Contracting Officer's Representative.

The contractor shall deliver required reports to the identified recipients in accordance with the following schedule:

<b>Name of Report</b>	<b>Due Date</b>	<b>Recipient(s)</b>
Monthly Technical Progress Reports	Within 7 business days after the end of each billing cycle	CO, COR, ACOR, EPM
Monthly Financial Reports	Within 7 business days after the end of each billing cycle	CO, COR, ACOR, EPM
Monthly Program-Specific and Site-Specific Cost Accounting Reports	Within 7 business days after the end of each billing cycle	CO, COR, ACOR, EPM, FMB
Quality Assurance Project Plans and Contract Level Quality Management Plan	As directed by the COR or TOCOR (Technical Direction)	CO, COR, ACOR, TOCOR, QAM
Health and Safety Plans	As required by 40 CFR 1910.120(b): "Safety and Health Program," or as directed by the COR or TOCOR (Technical Direction)	CO, COR, ACOR, TOCOR
Other Reports (See Section F below.)	As directed by the COR or TOCOR (Technical Direction)	CO, COR, ACOR, TOCOR

CO = Contracting Officer

COR = Contract-Level Contracting Officer's Representative

ACOR = Alternate Contract-Level Contracting Officer's Representative

TOCOR = Task Order Contracting Officer's Representative

QAM = Quality Assurance Manager (Regional)

EPM = ESAT Project Manager (Headquarters)

FMB = Superfund Financial Management Branch (Headquarters)



## **Required Reports**

### **A. Monthly Technical Progress Reports**

The contractor shall submit Monthly Technical Progress Reports to the COR and the CO within 7 business days after the end of each billing cycle. The Monthly Technical Progress Reports shall include all the information required by EPAAR 1552.211-72 Monthly Progress Report (Tailored) contained in this contract.

### **B. Monthly Financial Progress Reports**

The contractor shall submit Monthly Financial Progress Reports to the COR and the CO within 7 business days after the end of each billing cycle. The Monthly Financial Progress Reports shall include the all information required by EPAAR 1552.211-72 Monthly progress report (tailored) included in this contract.

### **C. Monthly Program-Specific and Site-Specific Cost Accounting Reports**

The contractor shall submit both the program-specific and site-specific cost accounting reports to the Contracting Officer's Representative within 7 business days after the end of each billing cycle.

The contractor shall be responsible for maintaining records and reporting all contract costs by EPA Superfund Program accounting numbers, specifically by site and TO. Site-specific accounting shall be in accordance with the requirements set forth in Attachment 9. Site-specific or other accounting numbers shall be on the TO documents or supplied with Technical Direction Form (TDF) numbers. The sites may include Superfund or other supported non-Superfund sites.

The contractor shall be responsible for maintaining records and reporting all contract costs incurred by EPA program. Program specific accounting shall be broken down by number of active TOs, current and cumulative labor hours, current and cumulative labor costs, current and cumulative materials costs, and current and cumulative total costs.

### **D. Quality Assurance Project Plans**

As specified in FAR 52.246-11 (Feb 1999), Higher-Level Contract Requirement (Government Specification), the contractor shall prepare QA Project Plans (QAPPs) based on Regional requirements. Copies of contractor QAPP shall be submitted to the Contracting Officer's Representative and the EPA Regional QA Manager for review and written approval in accordance with contract and TO requirements. The contractor's QAPP shall describe specific procedures and responsibilities needed to accomplish the QA specifications in the task order level SOW.

As necessary, QAPPs shall be updated by the contractor to reflect changes in procedures. Such changes shall be subject to Contracting Officer's Representative approval.

#### E. Health and Safety Plans

Upon award of contract, as specified by the Regional ESAT Laboratory, the contractor shall prepare a Team Health and Safety Program Plan, based on:

1. EPA Regional Health and Safety Plans or other written EPA health and safety guidelines; and/or
2. Work rules that comply with Federal, state, and local government requirements.

Health and Safety Plans shall be prepared in accordance with 40 CFR 1910.120(b) ("Safety and Health Program"), and Regional guidance including any future changes in these requirements. A copy of the Team Health and Safety Plan shall be submitted to the Contracting Officer's Representative within 60 days following contract award. This plan shall be updated by the contractor to reflect any changes in health and safety requirements.

All hazardous site related activity conducted in the field at Superfund or other sites (such as with a Field Analytical Support Program (FASP) unit shall require a separate site-specific Health and Safety Plan. Copies of contractor health and safety plans shall be submitted to the Contracting Officer's Representative prior to beginning work.

#### F. Other Reports

The contractor shall design, obtain Contracting Officer's Representative approval, and deliver such other reports at the direction of the Contracting Officer's Representative or as may be necessary to the execution and monitoring of activities under this contract in accordance with the contract scope of work. The cost for developing these other reports may be directly charged to the task order level and shall not be built into the contractor's fully burdened loaded labor rates.

Examples of other reports may include, but are not limited to the following:

##### Weekly Activities Report(s)/Meetings

The contractor shall submit a weekly activities report that provides the status of work in progress and/or planned activities for each active task order. (NOTE: Contractor team members may be required to attend weekly meetings during routine working hours.) The content and format for this report will be described in the task order requirements. Updates may be required on a daily basis for high visibility projects.

##### Technical Reports

Documents/reports required in the performance of contract activities shall be submitted by the contractor as defined in TOs, SOPs and/or through technical direction.

#### G. Report Distribution

The contact information and mailing addresses for the individuals listed below is included in the Section G contract clause titled, Contract Administration Representatives. Specific recipient

names and addresses are subject to change during the term of the contract. The contractor will be notified by the COR and/or CO when these changes occur.

- (1) Contracting Officer's Representative (COR)
- (2) Alternate Contracting Officer's Representative (Alt COR)
- (3) Contracting Officer (CO)
- (4) Regional QA Manager (For QA Project Plans only)
- (5) ESAT Program Manager (Headquarters)
- (6) EPA Superfund Financial Management Branch (Headquarters)

**Attachment 8 –  
Invoice Preparation Instructions**

## INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE"



QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS  
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.**  
Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**Attachment 9 –  
Instructions for Performing the Annual Allocation of Non-Site-Specific Costs**

## INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

This attachment and supporting documentation can be found at:  
[http://www.epa.gov/ocfo/finservices/super\\_fin\\_info.htm](http://www.epa.gov/ocfo/finservices/super_fin_info.htm).

**The attachment found above shall be referenced when preparing reports and/or invoices that constitute Superfund site-specific and non-site-specific costs.**